REMARKS

Reconsideration and allowance are respectfully requested.

The Examiner rejects claims 1-29 under 35 USC §112, second paragraph as allegedly being indefinite. The rejection is respectfully traversed.

The Examiner is reminded of the proper legal standard. Claims only are indefinite "if reasonable efforts at claim construction prove futile," that is, if a claim "is insolubly ambiguous, and no narrowing construction can properly be adopted." *Exxon Research & Eng'g Co. v. United States,* 265 F.3d 1371, 1375 (Fed. Cir. 2001). "Even if it is a formidable task to understand a claim, and the result not unanimously accepted, as long as the boundaries of a claim may be understood it is 'sufficiently clear to avoid invalidity [for] indefiniteness.'" *Invitrogen Corp.* v. *Biocrest Manufacturing L.P.,* 424 F.3d 1374, 1383 (Fed. Cir. 2005), citing *Exxon* at 1375. A claim will not be held invalid if the "meaning of the claim is discernible, even though the task may be formidable and the conclusion may be one over which reasonable persons will disagree." *Bancorp Servs., L.L.C. v. Hartford Life Ins. Co., 359* F.3d 1367, 1371 (Fed. Cir. 2004). Absolute clarity is not required. *Datamize, LLC v. Plumtree Software, Inc.,* 417 F.3d 1342, 1347 (Fed. Cir. 2005). Only claims "insolubly ambiguous" are indefinite. *Id.* The Federal Circuit has also made plain that the parameters of a claim need not be specified with mathematical precision. "A patentee need not define his invention with mathematical precision in order to comply with the definiteness requirement." *Oakley, Inc. v. Sunglass Hut Int'l,* 316 F.3d 1331, 1341 (Fed. Cir. 2003).

Claim 9 is amended to include the subject-matter of claim 5 instead of referring to claim 5. This should overcome the Examiner's objection to claim 9.

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The Examiner objects to claims 1, 5, and 9 contending that "discarding said identified complete packet from said buffer" does not "explain what will happen to the current consecutive data segments and next consecutive data segments if the current data packet is discarded as both current and next consecutive segments are used to build the packets." See page 2. Although the Examiner's objection is not clear to Applicants, in an effort to move the application forward, claims 1, 5, and 9 are amended to state that a complete data packet is identified based on the comparison of the size of a data packet segment and the size of a next consecutive data packet segment. The complete data packet segment comprises at least the data packet segment and the next consecutive data packet segment. Claims 10 and 20 recite that a complete data packet is identified based on the comparison of the size of the data packet segment and the size of the next consecutive data packet segment. The complete data packet segment comprises at least one data packet segment.

In claims 1, 5, and 9, a complete data packet is discarded from the data buffer once it has been identified. This means that the data packet segment(s) constituting the complete data packet is(are) removed from the data buffer. Hence, if the current data packet segment and/or the next consecutive data packet segment forms part of the complete data packet, it will be removed from the data buffer together with any other data packet segments belonging to the complete data packet. If the current data packet segment or the next consecutive data packet segment does not form part of the complete data packet, it will not be removed from the data buffer when discarding the complete data packet.

At the top of page 3 of the Office Action, the Examiner states he is unable "to determine whether or not the identified complete data packet (which is to be discarded) is related to 'a size of a data packet segment' and a next consecutive data packet segment. In other words, is it the

difference or the sum of the two or independent of both?" Applicants do not understand the Examiner's objection. Claims 1, 5, and 9 recite that the respective sizes (such as measured in terms of number of bytes or bits in each segment) of two consecutive data packet segments in the data buffer are compared. This comparison of the respective sizes is used in order to identify a complete data packet, i.e., which data packet segment(s) that constitute(s) the complete data packet. Thus, the segment size comparison is performed by comparing size(k) with size (k+1), where size(k) denotes the size (in bytes or bits) of data packet segment number k in the data buffer and size(k+1) denotes the size (in bytes or bits) of data packet segment number k+1 in the data buffer, i.e., the next consecutive data packet segment.

Thus, the identified complete data packet which is to be discarded is not related to "a size of data packet segment and a next consecutive data packet segment" per se, but rather the comparison of the data packet segments **is used** in order to identify the complete data packet, i.e., which data packet segment(s) that form(s) part of the complete data packet.

Also page 3 of Office Action complains that claims 1, 5, and 9 do not "disclose what will happen if an apparatus is unable to complete data packet (i.e. partially build packet) within a predetermined time period." The invention defined by claims 1, 5, and 9 does not depend on any timer or any predetermined time period. In other words, claims 1, 5, and 9 are not directed to what will happen if, for instance, the data buffer does not contain all the data packet segments of a complete data packet to be identified. The Examiner is reminded that Applicants define the metes and bounds of their claims and that 35 USC 112, second paragraph is not the proper vehicle for trying to have Applicants narrow the scope of their claims. In fact, claims 1, 5, and 9 define technology that can be used with or without any such predetermined time period. The

claims focus instead on the features that the sizes of consecutive data packet segments **present** in the data buffer are compared and employed to identify a complete data packet.

The office action objects to claims 2, 3, 6, and 7 using "segment identifier." That expression is replaced with "first/last segment pointer" to clarify that the pointer is something that is assigned to the data packet segment and employed to identify the data packet segment as the first/last data packet segment of a complete data packet.

The Examiner objects to claims 10 and 20 because they do not define that the data segment size is fixed or variable. But a person of ordinary skill in the art would readily understand that the "size of a data packet segment" corresponds to the length of the data packet segment which can be expressed as a number of bytes or bits in the data packet segment.

As explained in the detailed description of the instant application, the maximum size of a data packet segment is typically fixed for a communication session and is negotiated with the mobile station. This means that the data packet segments can have a respective size up to but not exceeding this negotiated maximum size. However, it is possible that a data packet segment may have a size smaller than this maximum size. Please see the explanation on page 9, line 5 to page 10, line 15 of the application.

Regarding the Examiner's comment regarding association of data packet number with data buffer, the independent claims do not require use of data packet numbers in order to identify a complete data packet. Rather, the sizes of consecutive data packet segments are used and compared with each other in order to identify the complete data packet. As a result, the claimed technology may be used without data packet numbers (although in practice, data packet segments contain such numbers). A benefit of the claimed technology is that the data packet segments do

not need to be decoded and the data packet numbers need not be retrieved from the segments in order to identify a complete data packet.

The Examiner must view the claim as a person of ordinary skill in the art in light of the specification. The term "complete" means that all of the segments that a packet is intended to be transmitted with is(are) present. The term "size" means the number or amount of bits, bytes, octets, or other relevant unit of measure included in a segment. The specification uses these terms repeatedly in the context of non-limiting, example embodiments from which a person of ordinary skill would understand their meaning. For example, see page 12, lines 2-6 describing a complete IP packet, and page 9, lines 24-32 describing packet/segment size in terms of bytes and octets. But again, other units of packet/segment size measurement may be used.

Accordingly, Applicants respectfully submit that the objected to terms are not insolubly ambiguous and are definite within the meaning of the patent statute. Withdrawal of this rejection is requested.

The application is in condition for allowance. An early notice to that effect is earnestly solicited.

Respectfully submitted,

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